

**Baltimore City, Maryland
Community Emergency Response Team**

LIABILITY RELEASE/INDEMNIFICATION AGREEMENT

I, _____, acknowledge that I have read and understand the risks associated with participating in the Baltimore City, Maryland Community Emergency Response Team (“CERT”) Program. I attest that I have made no false or misleading statements in my Membership Application, which is hereby incorporated into this Agreement. I hereby acknowledge and agree as follows:

Acknowledgment of Risk

I understand that the physical participation in the CERT Program involves physical labor and carries a risk of personal injury and emotional injury and/or discomfort. I am aware that there are natural and manmade hazards, environmental conditions, diseases, and other risks, which in combination with my actions can cause injury to me. I am aware that activities associated with this program may include transportation to and from volunteer sites, extinguishing small fires, providing disaster medical care (*e.g.*, controlling bleeding, treating shock, treating sprains and fractures, opening airways, transporting patients), performing light search and rescue activities and other similar activities. I expressly and voluntarily assume all risk of injury, illness, death and property damage or loss that may result from my participation as a volunteer in the CERT Program, including without limitation any risks associated with emergency response activities.

Physical Activity

I hereby represent that I am free from any known heart disease or other serious health problems that could prevent me from participating in any of the activities associated with the CERT Program, and that I am sufficiently physically fit to participate in the activities of the CERT Program.

Insurance

I certify that I have medical insurance to cover the cost of any emergency or other medical care that I may receive for an illness or injury. I understand that if I do not have medical insurance, I will be personally responsible for the cost of any emergency or other medical care that I receive.

Release and Indemnification

In consideration for being permitted to participate as a volunteer of the Baltimore City, Maryland Community Emergency Response Team, I hereby hold harmless, release and discharge the Mayor and City Council of Baltimore, its respective agencies, elected/appointed officials, directors, employees, agents, contractors, subcontractors, representatives, successors and assigns, volunteers, and all persons conducting, directly or indirectly, the activities surrounding my involvement as a volunteer in the CERT Program (collectively, the “Releasees”) from any and all claims, rights, demands, actions, causes of action, expenses and damages, both present or future, which I, my heirs, personal representative, assigns or anyone claiming by, through or under me ever had, now have, or may have against the Releasees arising from any injury, act or omission relating in any way to my participation in the CERT Program. I fully understand that this Release includes, but is not limited to any and all claims, rights, demands, actions, causes of actions, expenses and damages whatsoever which may arise from any

injury, act or omission, caused, occasioned, or contributed to, actually or allegedly, by the negligence, sole or concurrent, of one or more of the parties released herein.

I agree to indemnify, defend, and hold harmless the Releasees from all loss, costs, damage, injury, liability, claims, and causes of action whatsoever, arising out of or related to any act, error, or omission while participating in any aspect of the CERT Program.

Should any of the provisions of this Release, or portions thereof, be found to be invalid by any court of competent jurisdiction, the remainder of this Release shall nonetheless remain in full force and effect. This Release shall be construed under the laws of the State of Maryland, exclusive of its conflicts of laws provisions. All suits brought under this Agreement shall be brought in a court of competent jurisdiction in Baltimore City.

I HAVE READ AND UNDERSTAND THE ABOVE RELEASE AND CONSENT TO ITS PROVISIONS.

CERT team _____

Name _____ Witness Name _____

Signature _____ Witness Signature _____

Home Phone _____ Cell Phone _____

Address _____

City _____ State _____ Zip _____

Email _____